

RESOLUTION NO. R- 63-70

RESOLUTION APPROVING A NEW COOPERATION AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF FORT
WAYNE, INDIANA, AND THE CITY OF FORT WAYNE, INDIANA

WHEREAS, approval has been given to The Housing Authority of the City of Fort Wayne, Indiana, to apply for 400 additional units of low-rent housing; and,

WHEREAS, a New Cooperation Agreement between the City of Fort Wayne, Indiana, and The Housing Authority of the City of Fort Wayne, Indiana is required as a condition precedent to the grant of the authority and the approval of the projects;

NOW, THEREFORE, the Mayor is hereby authorized and directed to execute said New Cooperation Agreement, and the City Clerk is authorized and directed to impress thereon the official seal of the City of Fort Wayne, Indiana, which said New Cooperation Agreement shall be in substantially the following form:

NEW COOPERATION AGREEMENT

This Agreement entered into this _____ day of _____, 1970, by and between The Housing Authority of the City of Fort Wayne, Indiana, (herein called the "Local Authority"), and the City of Fort Wayne, Indiana, (herein called the "Municipality"),

W I T N E S S E T H:

In consideration of the mutual covenants hereinafter set forth, the parties hereto do agree as follows:

1. Whenever used in this Agreement:

- (a) The term "Project" shall mean any low-rent housing hereafter developed as an entity by the Local Authority with financial assistance of the United States of America, Housing

Assistance Administration, (herein called the "Government"); excluding, however, any low-rent housing project covered by any contract for loans and annual contributions entered into between the Local Authority and the Government, or its predecessor agencies, prior to the date of this Agreement.

(b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.

(c) The term "Shelter Rent" shall mean the total of all charges to all tenants of a Project for dwelling rents and nondwelling rents (excluding all other income of such Project), less the cost to the Local Authority of all dwelling and nondwelling utilities.

(d) The term "Slum" shall mean any area where dwelling predominate which, by reason of dilapidation, overcrowding, faulty arrangement or design, lack of ventilation, light of sanitation facilities, or any combination of these factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor (a) to secure a contract or contracts with the Government for loans and annual contributions covering one or more Projects comprising approximately 400 units of low-rent housing and (b) to develop and administer such Project or Projects, each of which shall be located within the corporate limits of the Municipality. The obligations of the parties hereto shall apply to each such Project.

3. (a) Under the constitution and Statutes of the State of Indiana, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body. With respect to any Project, so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any monies due to the Government in connection with

such Project remain unpaid, whichever period is the longest, the Municipality agrees that it will not levy or impose any real or personal property taxes upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and in payment for the public services and facilities furnished from time to time without other cost or charge for or with respect to such Project.

(b) Each such annual Payment in Lieu of Taxes shall be made after the end of the fiscal year established for such Project, and shall be in an amount equal to either (i) ten percent (10%) of the Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year, or (ii) the amount permitted to be paid by applicable state law in effect on the date such payment is made, whichever amount is the lower.

(c) The Payments in Lieu of Taxes shall be distributed among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation, or in such other manner as provided by state statute; provided, however, that no payment for any year shall be made to any Taxing Body in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

(d) ~~Upon failure of the Local Authority to~~ make any Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach, nor shall any interest or penalties accrue or attach on account thereof.

4. The Municipality agrees that, subsequent to the date of initiation (as defined in the United States Housing Act of 1937, as amended) of each Project and within five years after the completion thereof, or of such further period as may be approved by the Government, and in addition to the number of unsafe or insanitary dwelling units which the Municipality is obligated to eliminate as a part of the low-rent housing Project(s) heretofore undertaken by the Local Authority, there has been or will be elimination (as approved

by the Government) by demolition, condemnation, effective closing, or compulsory repair or improvement, or unsafe or insanitary dwelling units situated in the locality or metropolitan area in which such Project is located, substantially equal in number to the number of newly constructed dwelling units provided by such Project; Provided, that where more than one family is living in an unsafe or insanitary dwelling unit, the elimination of such unit shall count as the elimination of units equal to the number of families accommodated therein; and Provided, further, that this paragraph 4 shall not apply in the case of (i) any project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing Project, or (ii) any Project located in a rural nonfarm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (i) such Project is owned by a public body or governmental agency and is used for low-rent housing purposes, or (ii) any contract between the Local Authority and the Government for loans or annual contributions, or both, in connection with such Project remains in force and effect, or (iii) any bonds issued in connection with such Project or any moneys due to the Government in connection with such Project remain unpaid, whichever period is the longest, the Municipality without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in lieu of Taxes) shall:

(a) Furnish or cause to be furnished to the Local Authority and the tenants of such Project public services and facilities of the same character and to the same extent as are furnished from time to time without cost or charge to other dwellings and inhabitants in the Municipality;

(b) Vacate such streets, roads and alleys within the area of such Project as may be

necessary in the development thereof, and convey without charge to the Local Authority such interest as the Municipality may have in such vacated areas; and, insofar as it is lawfully able to do so without cost of expense to the Local Authority or to the Municipality, cause to be removed from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) Insofar as the Municipality may lawfully do so, (i) grant such deviations from the building code of the Municipality as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project, and at the same time safeguard health and safety, and (ii) make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection of such Project and the surrounding territory;

(d) Accept grants of easements necessary for the development of such Project; and,

(e) Cooperate with the Local Authority by such other lawful action or ways as the Municipality and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Municipality further agrees that within a reasonable time after receipt of a written request therefor from the Local Authority:

(a) It will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project, together with all storm and sanitary sewer mains in such dedicated areas, after the Local Authority, at its own expense, has completed the grading, improvement, paving, and installation thereof in accordance with specifications acceptable to the Municipality;

(b) It will accept necessary dedications of land for, and will grade, improve, pave, and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned); and,

(c) It will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding

streets thereof (in consideration whereof the Local Authority shall pay to the Municipality such amount as would be assessed against the Project site for such work if such site were privately owned).

7. If by reason of the Municipality's failure or refusal to furnish or cause to be furnished any public services or facilities which it has agreed hereunder to furnish or to cause to be furnished to the Local Authority or to the tenants of any Project, the Local Authority incurs any expense to obtain such services or facilities then the Local Authority may deduct the amount of such expense from any payments in Lieu of Taxes due or to become due to the Municipality in respect to any Project or any other low-rent Housing Projects owned or operated by the Local Authority.

8. No Cooperation Agreement heretofore entered into between the Municipality and the Local Authority shall be construed to apply to any Project covered by this Agreement.

9. So long as any contract between the Local Authority and the Government for loans (including preliminary loans) or annual contributions, or both, in connection with any Project remains in force and effect, or so long as any bonds issued in connection with any Project or any monies due to the Government in connection with any Project remain unpaid, this Agreement shall not be abrogated, changed, or modified without the consent of the Government. The privileges and obligations of the Municipality hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or by any other public body or governmental agency, including the Government, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the Government,

the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the Government.

IN WITNESS WHEREOF, the Municipality and the Local Authority have respectively signed this Agreement and caused their seals to be affixed and attested as of the day and year first above written.

CITY OF FORT WAYNE, INDIANA

(SEAL)

ATTEST:

BY:

Harold S. Zeis, Mayor

F. G. Bonahoom, City Clerk

THE HOUSING AUTHORITY OF THE
CITY OF FORT WAYNE, INDIANA

(SEAL)

ATTEST:

BY:

Dr. N. L. Salon Chairman

Otto H. Adams, Secretary

Celia Ann Ferry

APPROVED AS TO FORM
AND LEGALITY.

[Signature]
CITY ATTORNEY

Read the first time in full and on motion by _____ seconded by _____ and duly adopted, read the second time by title and referred to the (Committee on) _____ (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City Hall, Fort Wayne, Indiana, on the _____ day of _____ 196 _____, at _____ o'clock P.M., E.S.T.)

Date: 1-13-70

Thad G. Barachoom
City Clerk

Read the third time in full and on motion by Fay seconded by Geake and duly adopted, placed on its passage.
Passed (~~LOST~~) by the following vote:

AYES	<u>7</u>	NAYS	<u>0</u>	ABSTAINED	_____	ABSENT	<u>2</u>	to-wit:
Adams	_____	_____	_____	_____	_____	_____	_____	✓
Dunifon	✓	_____	_____	_____	_____	_____	_____	_____
Fay	✓	_____	_____	_____	_____	_____	_____	_____
Geake	✓	_____	_____	_____	_____	_____	_____	_____
Nuckols	_____	_____	_____	_____	_____	_____	_____	✓
Robinson	✓	_____	_____	_____	_____	_____	_____	_____
Rousseau	✓	_____	_____	_____	_____	_____	_____	_____
Steigerwald	✓	_____	_____	_____	_____	_____	_____	_____
Tipton	✓	_____	_____	_____	_____	_____	_____	_____

Date 1-13-70

Thad G. Barachoom
City Clerk

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. R-63-70 on the 13th day of January, 196 70.

ATTEST: (SEAL)

Thad G. Barachoom
City Clerk

Herbert W. Tipton
Presiding Officer

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of January, 196 70 at the hour of 8:30 o'clock A.M., E.S.T.

Thad G. Barachoom
City Clerk

Approved and signed by me this 19th day of January, 196 70, at the hour of 9:06 o'clock A.M., E.S.T.

Harold S. Zeis
Mayor